

Proposed Amendments to Civil Service Rules governing  
**Employee-Employer Relations**

**Rev A** (December 27, 2000)

Added text is underlined. Deleted text is ~~struck-through~~.

BASE TEXT. The base text for these proposed amendments is the HRMNized version of the Civil Service Rules that is scheduled to become effective on March 18, 2001.

EFFECTIVE DATES. Except for Rule 2-4.2(d), the proposed effective date for these amendments is January 1, 2002, when the current collective bargaining agreements expire.

The amendments to Rule 2-4.2(d) would become effective on March 18, 2001 (or other date set by the State Personnel Director).

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# Chapter 2: Employment Provisions

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## 2-4 Employment Preference

### 2-4.1 Application and Protection

(a) **Application.** Unless otherwise provided in an approved departmental layoff plan, an employee can apply employment preference only within the employee's current principal department or autonomous entity. However, an employee cannot apply preference against a position or classification that is protected from the application of employment preference.

(b) **Limited-term appointments.** An employee is not eligible to exercise employment preference or to be placed on a recall list at the end of a limited-term appointment, unless the employee meets one of the following criteria:

- (1) An employee with status gained from an indefinite appointment who accepts or receives a lateral-job change to a limited-term appointment may exercise employment preference at the end of the limited-term appointment. Employment preference begins at the last classification level at which the employee achieved status in an indefinite appointment before accepting the limited-term appointment. Employment preference may be exercised only within the principal department or autonomous agency that appointed the employee to the limited-term appointment.
- (2) A person who is recalled on a limited-term basis is not eligible to exercise employment preference at the end of the limited-term appointment but shall be returned to all recall lists for which the employee is eligible.

(c) **Protected positions.** An employee occupying a protected position cannot be displaced from the employee's current position by another employee exercising employment preference. An employee in a protected position does not lose the right to apply employment preference to an unprotected position if the employee's protected position is abolished. The following positions are protected positions:

- (1) All positions in senior executive service (SES) classifications, including positions in SES-eligible classifications.
- (2) All positions in ECP Group 4 classifications.
- (3) All positions in senior executive management assistant service (SEMAS) classifications.

(4) Any other position designated as protected in any other civil service rule or regulation.

(d) **Departmental layoff plans.** The department of civil service may approve a departmental layoff plan that varies the application of employment preference within a department or autonomous agency. An approved departmental layoff plan may vary the application of employment preference in the following areas only:

(1) The application of county preference based on organizational or geographic limits.

(2) The application of employment preference between recognized autonomous entities of a principal department.

~~(3) The application of employment preference into additional positions in class clusters approved by the appointing authority and the department of civil service.~~

~~(4)~~(3) The application of employment preference between eligible employee status codes.

## 2-4.2 Determination

Employment preference is determined by an employee's total continuous service.

(a) **Ranking employees with identical service.** If two or more employees have equal total continuous service, the appointing authority shall rank each employee by evaluating factors such as fitness for the position, education, experience, behavior, and performance. An employee receiving a higher ranking is considered to have greater employment preference. An employee cannot appeal a ranking to the department of civil service or the civil service commission unless the ranking violates rule 1-8.

(b) **Loss of employment preference.** An employee who separates from the state classified service by methods other than a leave of absence, suspension, or layoff, loses any total continuous service accumulated before that separation.

(c) **Effect of status.** An employee with status from current employment, regardless of the classification at which status was attained, has greater employment preference than an employee without status.

~~(d) **Affirmative action exemption.** In order to preserve affirmative action gains made in a program approved by the Michigan civil rights commission and the department of civil service, the state personnel director may exempt an appointing authority from using a strict application of total continuous service, in accordance with regulations issued by the director.~~

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# Chapter 4: Classification

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## 4-5 Working out of Class

(a) **Working out of class assignment.** ~~In accordance with civil service rules and regulations, a~~  
An appointing authority may temporarily assign an employee to work out of class ~~perform~~  
~~duties and responsibilities of another only if (1) the employee is performing the duties and~~  
~~responsibilities of an existing position or (2) the department of civil service has approved in~~  
~~advance a request for the employee to work out of class. A working-out-of class assignment~~  
~~cannot exceed one year. classification appropriately classified by the department of civil~~  
~~service.~~

(b) **Working-out-of-class pay.** If an employee is assigned to work out of class for 10 or more  
consecutive work days, the employee is entitled to supplemental pay and benefits for the  
~~Benefits accrue to an employee in a~~ temporary assignment in accordance with the civil service  
rules and regulations. ~~such classification.~~

**(1) Claims for working-out-of-class pay.** If an employee is assigned to work out of class  
and does not receive authorized supplemental working-out-of-class pay and benefits, the  
employee may file a technical classification complaint.

**(A) Time limit.** An employee must file a working-out-of-class technical classification  
complaint not later than 28 calendar days after the end of the working-out-of-class  
assignment.

**(B) Back pay.** The technical review officer may award back pay and benefits for  
working out of class for a maximum of one year before the end of the working-out-  
of-class assignment. No supplemental working-out-of-class pay or benefits are  
payable for any period longer than one year even if the employee worked out of class  
for more than one year.

**(2) Relation to collective bargaining.** Working out of class is a prohibited subject of  
bargaining. The exclusive procedure for any employee, including an exclusively  
represented employee, to bring a claim for working-out-of-class pay or benefits is the  
technical classification review procedure.

(c) **Exclusions** ~~Exception.~~ An employee in any of the following circumstances is not considered  
to be working out of class: ~~Provisions of this rule do not apply to the following employees:~~

(1) ~~The~~ An employee is working in a preauthorized position.

(2) ~~The An~~-employee is occupying in a position downgraded for training.

(3) ~~The An~~-employee is occupying a position that is reclassifiable.

(4) ~~The employee is Aa~~n overall assistant who normally substitutes for the employee's supervisor.

(d) ~~**Filing claims.**—A claim for working out of class must be presented no later than 20 workdays after the working out of class assignment has been discontinued. Retroactivity of any claim is governed by the time limits set forth in these rules and applicable regulations.~~

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## Chapter 6: Employee-Employer Relations

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### 6-3 Commission Authority

#### 6-3.1 Commission Relationship to Collective Bargaining

The ability of eligible employees to elect an exclusive representative and engage in collective bargaining is a privilege granted by the civil service commission under its exclusive constitutional authority. However, the commission cannot delegate its constitutional responsibilities to the collective bargaining parties and the privilege to engage in collective bargaining remains subject to the commission's sovereign authority and the rules of the commission.

(a) **Review and approval required.** A collective bargaining agreement or any provision of ~~an~~ collective bargaining-agreement cannot take effect or be enforceable between the parties unless the civil service commission has reviewed and approved the agreement or provision.

(b) **Commission authority.** The civil service commission retains the authority to (1) approve, modify, or reject, in whole or in part, a proposed collective bargaining agreement presented to it for review and (2) impose on the parties and eligible employees a collective bargaining agreement as modified by the commission.

(c) **Modification of agreement during term.** Notwithstanding that the civil service commission previously approved the provisions of a collective bargaining agreement, the commission retains the authority, during the term of a collective bargaining agreement, to modify the agreement without the approval of the parties, as provided in rules 6-3.5, 6-3.6, and 6-3.9(c).

- (d) **Effect of agreement on commission and department.** The civil service commission and the department of civil service (1) are not parties to a collective bargaining agreement approved by the commission; (2) do not become parties to the ~~collective bargaining~~ agreement by virtue of the commission's review, approval, or modification; (3) are not subject to any of the provisions of an ~~collective bargaining~~ agreement; and (4) are not subject to the jurisdiction of an arbitrator or other fact-finder acting under authority of an ~~collective bargaining~~ agreement approved by the commission.

### 6-3.2 Prohibited Subjects of Bargaining

(a) **Prohibitions.**

- (1) **Interpretation or application.** ~~No provision of a A~~ collective bargaining agreement, impasse panel recommendation, settlement agreement, or arbitrator's decision under a collective bargaining agreement ~~may cannot~~ be interpreted or applied to violate, ~~or other-wise~~ rescind, limit, or modify a civil service rule or regulation governing a prohibited subject of bargaining.

- (2) **Settlement.** An appointing authority cannot approve or implement a settlement of any claim or grievance or take any other action that violates, rescinds, limits, or modifies a civil service rule or regulation governing a prohibited subject of bargaining.

- (b) **9-1.88—Prohibited subjects of bargaining.** ~~means The~~ civil service authority, policy, rules, regulations, procedures, and practices governing or regulating any of the following are prohibited subjects of bargaining:-

- (1) **Classification.** The determination of the classification and grade assignment of a new or existing positions in the classified service. ~~Although T~~the rates of compensation for an existing class of positions is a mandatory subject of bargaining, ~~except that the department of~~ civil service retains the sole authority to establish the initial rate of compensation for a newly-created class of positions when the new classification is included in the official classification plan.

- (2) **Selection.** The determination of the qualifications of candidates for positions in the classified service, including, but not limited to, appraisal, probation, and appointment.

- (3) **Class clusters.** The determination of classification equivalency or eligibility, including, but not limited to, class clusters and preauthorized lateral job change lists.

- ~~(3)~~(4) **Working out of class.** The determination of working out of class, including, but not limited to, (1) whether an employee has worked out of class, (2) the duration of any working-out-of-class assignment, (3) the classification and level of the duties and

responsibilities performed while working out of class, and (4) the amount any working-out-of-class pay or benefits due an employee.

**(3)(5) Disbursements for personal services.** Review and approval or disapproval of requests by agencies to make disbursements for personal services outside the classified service. Notwithstanding this subsection, the following are proper subjects of bargaining:

(A) Notice to the exclusive representative of a request for permission by the appointing authority to make disbursements for personal services outside the classified service.

(B) The obligations to meet and confer regarding the impact of a decision to make disbursements for personal services outside the classified service.

(C) Reasonable efforts on the part of the employer, not involving a delay in implementation, to reduce the impact on current classified employees of a decision to make disbursements for personal services outside the classified service.

**(4)(6) Political or union activity.** Political activity or union activity by classified employees during actual-duty time.

**(5)(7) Civil service authority.** The authority of the civil service commission, the department of civil service, and the state personnel director, established by law including the civil service rules and regulations.

**(6)(8) System of collective bargaining.** The system of collective bargaining created in the civil service rules, the bargaining relationships authorized in the rules, and the limitations, restrictions, and obligations on the collective bargaining parties, collective bargaining agreements, and eligible employees established in the civil service rules and regulations.

**(7)(9) Outside the bargaining unit.** Conditions of employment outside the bargaining unit.

**(8)(10) Patents and copyrights.** Compensation related to patents and copyrights.

**(9)(11) Union leave.** The requirements and limitations on union leave in rule 6-3.10(c).

**(10)(12) Strikes.** The requirements and limitations on strikes and strike-related grievances.

**(13) Excluded positions.** The requirements, limitations, and procedures regarding excluded positions in rule 6-6.4

**(11)(14) Abolition or creation of positions.** The constitutional authority of an appointing authority to create or abolish positions for reasons of administrative efficiency and the ~~G~~grievance and appeal rights of classified employees aggrieved by the abolition or creation of a position.

#### 6-3.4 Modification after Approval

A primary or secondary collective bargaining agreement approved by the civil service commission remains in ~~force-effect~~ between the parties during its approved term, unless otherwise amended by the commission during its term as provided in rules 6-3.5, 6-3.6, or 6-3.9(c). An amendment to an existing ~~collective bargaining~~ agreement is a quasi-legislative act.

#### 6-3.5 Modification of Agreement or Arbitrator's Decision

Notwithstanding any contrary rule or provision of a collective bargaining agreement, the civil service commission reserves the exclusive authority to determine during the term of an ~~collective bargaining~~ agreement if a provision previously approved has been applied or interpreted to violate, ~~or otherwise~~ rescind, limit, or modify a civil service rule or regulation governing a prohibited subject of bargaining.

(a) **Complaint.** Any person may file a complaint with the state personnel director that a collective bargaining agreement or arbitrator's decision or settlement agreement under a collective bargaining agreement has been applied or interpreted to violate, ~~or otherwise~~ rescind, limit, or modify a civil service rule or regulation governing a prohibited subject of bargaining. The director shall investigate the complaint. After providing notice to the parties and an opportunity to be heard, the director shall determine if a violation or other error has occurred. The definition of prohibited subjects of bargaining shall be liberally construed to enforce the constitutional authority of the civil service commission.

(b) **Remedy.** If the state personnel director determines that a violation or other error has occurred, the director shall issue a report of findings to the civil service commission. The director may also take any one or more of the following actions:

- (1) Issue an order to cure or correct the violation or error.
- (2) Issue an order to enjoin future violations and errors.
- (3) Recommend to the civil service commission that it amend the existing collective bargaining agreement to cure or correct the violation or error.
- (4) In the case of an arbitrator's decision, the state personnel director may also exercise superintending authority to vacate or modify the decision of the arbitrator or remand the matter to the arbitrator for further consideration.

(c) **Appeal.** A party to the collective bargaining agreement who is aggrieved by a final decision of the state personnel director may file an application for leave to appeal to the civil service commission within ~~14-28~~ calendar days after the decision is issued.



(d) **Exclusive jurisdiction.** The procedures provided in this rule and ~~in~~ the regulations are the exclusive procedures for determining if a collective bargaining agreement, ~~or~~ arbitrator's decision, or settlement agreement has been applied or interpreted to violate, ~~or otherwise~~ rescind, limit, or modify a civil service rule or regulation governing a prohibited subject of bargaining. A provision of a collective bargaining agreement, including a grievance procedure permitted by rule 6-9.6, cannot replace, interfere with, or limit this exclusive jurisdiction or the superintending authority of the state personnel director or the civil service commission.

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### 6-3.9 Limitations on Term of Collective Bargaining Agreements

(a) **Division of agreement.** A primary collective bargaining agreement may be undivided or may be subdivided into two sections. If the agreement is divided, the parties shall divide it, to the extent practicable, into one ~~sub~~section with only economic provisions and one ~~sub~~section with only noneconomic provisions. When a provision is submitted to the civil service commission or an impasse panel for review, each provision must be clearly marked to indicate whether it is included in the economic ~~sub~~section or the noneconomic ~~sub~~section.

(b) **Limitation on term.** Each collective bargaining agreement must contain an effective date and a termination date. If the agreement is ~~sub~~divided into economic and noneconomic sections, the ~~sub~~sections may have different effective and termination dates. However, the maximum term of a unitary agreement, section of a ~~sub~~divided primary agreement, or provision in an agreement cannot exceed 3 years.

(c) **Rates of compensation; legislative.** After the civil service commission approves a collective bargaining agreement, the state personnel director shall give annual notice of approved increases in the rates of compensation to the governor for transmittal to the legislature as part of the governor's budget. If the legislature rejects or reduces the increases in rates of compensation approved by the commission, the commission shall amend the collective bargaining agreement to conform to the legislative action.

(d) **Evergreen provisions prohibited.** A provision of a primary or secondary collective bargaining agreement cannot authorize a provision of that agreement to be automatically extended beyond 3 years or beyond the approved expiration date of the primary agreement, whichever occurs earlier. If the parties agree that a provision of ~~the an~~ agreement should continue in effect beyond the earlier of 3 years or the approved expiration date without further negotiation, the parties must resubmit the entire agreement to the civil service commission for review as provided in rule 6-12.

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## 6-6 Determination of Representation

### 6-6.1 Unit Determination and Redetermination

- (a) **Unit determination.** The state personnel director shall legislatively establish the most appropriate units of eligible employees organized along broad occupational lines with a community of interest.
- (b) **Unit redetermination.** The director, upon request of the state employer or a labor organization, may abolish, redefine, realign, or merge, in whole or in part, recognized units, if the director determines that the existing units are no longer the most appropriate units. The state employer and all labor organizations that may be affected by a change in the existing units shall meet and discuss the proposed changes before a request is filed with the director.
- (1) Any abolition, redefinition, realignment, or merger of a unit takes effect only at the end of the term of an affected collective bargaining agreement, unless the state employer and the exclusive representative agree to an earlier date.
- (2) The state employer or a labor organization may file with the civil service commission an application for leave to appeal a unit determination by the director. The application must be filed within ~~14-28~~ calendar days after the director's decision is released. The director's decision is stayed if a timely application is received by the commission ~~or employment relations board~~.
- (c) **Exceptions.** This rule applies only to the actions to redefine recognized units. This rule does not apply to actions that result from (1) the creation or abolition of one or more classifications, (2) the merger of two or more existing classifications into a single classification, or (3) the designation of an eligible position as an excluded position.
- (d) **Transfer of recognition rights.** Two or more existing exclusive representatives may agree to combine some or all of their existing business operations and staff. Any such combination is subject to the review and approval of the state personnel director and requires the prior affirmative vote of a majority of the members voting.

### 6-6.2 Petition for Election; Showing of Interest

- (a) **Petition for election.** An eligible employee, or any individual or labor organization acting on behalf of an eligible employee, may petition for a unit election. The petition must be accompanied by suitable evidence that at least 30 percent of the eligible employees in the unit either want to be represented by another identified organization or no longer want to be represented by an exclusive representative.

- 1 **(b) Showing of interest.** The state personnel director shall order an election if the director finds a  
2 bona fide question of representation exists and the petitioner shows the interest of 30 percent  
3 or more of the eligible employees actively at work in the unit. Otherwise, the director shall  
4 dismiss the petition as insufficient. Although the director shall consider any irregularity that  
5 might otherwise preclude the existence of a bona fide question of representation, the sufficiency  
6 of showings of interest is a matter for administrative determination. The director's decision is  
7 not subject to collateral attack by the parties. When a petition is dismissed, the petitioning  
8 party must be informed of the reason for the dismissal. The petitioning party may file an appli-  
9 cation for leave to appeal the director's decision to the civil service commission. A petitioner  
10 whose petition is dismissed cannot file another petition in the same unit within the 24-month  
11 period following the date of the dismissal.
- 12 **(c) Intervenor.** When the state personnel director authorizes an election, another organization  
13 may intervene and be placed on the ballot if the organization submits suitable evidence that at  
14 least 10 percent of the eligible employees actively at work in the unit wish to be represented by  
15 the intervening organization.
- 16 **(d) Certification elections.** Certification elections are conducted and supervised by the state  
17 personnel director upon determination of the eligible voters by agreement or hearing. The  
18 ballots for a certification election must contain an appropriate space for employees to indicate  
19 that no representation is desired.

### 20 **6-6.3 Certification; Run-off Election**

21 The state personnel director shall certify a labor organization as the exclusive representative of all  
22 eligible employees in a unit if the organization receives a majority of valid ballots cast in the certi-  
23 fication election. If none of the choices on the ballot receives a majority of the votes cast, the state  
24 personnel director shall conduct a run-off election. The run-off ballot contains only the two choices  
25 receiving the most and the second most votes in the original election.

- 26 **(a) Election bar.** If the members choose "no representation," the state personnel director shall  
27 not conduct an election in the unit for 24 months after the election results are certified. If an  
28 exclusive representative is certified, the state personnel director shall not accept a new petition  
29 in the unit for 24 months after the certification.
- 30 **(b) Contract bar.** Notwithstanding subsection (a), if the civil service commission has approved a  
31 collective bargaining agreement for a unit, the state personnel director shall not consider any  
32 new petitions during the term of the agreement except during the window period.
- 33 **(c) Window period.** If the collective bargaining agreement is a unitary agreement, election  
34 petitions may be accepted only during a 2-month window period ending 6 months before the  
35 expiration of the agreement that would otherwise constitute a bar to an election. If the agree-  
36 ment is divided into economic and noneconomic ~~sub~~sections, election petitions may be

accepted only during a 2-month window period ending 6 months before the expiration of the noneconomic section of the agreement.

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#### 6-6.4 Excluded Positions

**(a) Designation.** The state employer, in consultation with the appointing authorities, shall designate the excluded positions outside the department of civil service-. If the state employer intends to change the designation of an eligible position to an excluded position, the state employer shall give written notice to any affected exclusive representative at least 29 calendar days before the designation becomes effective.

**(b) Review of designation.** If an exclusive representative disagrees with an intended designation of the state employer, the exclusive representative may petition the state personnel director to review the designation.~~resolve the dispute.~~ The exclusive representative must file its petition with the director no later than 28 calendar days after the date of the notice of intent.

**(c) Procedure.** If a petition is filed, the director may solicit additional information from interested persons and may hold an informal conference to discuss the intended designation. The director shall administratively determine whether a position is an excluded position.

**(d) Appeal to commission.** The decision of the director is final unless the state employer, the attorney general, the secretary of state, or an exclusive representative aggrieved by the decision files an application for leave to appeal with the civil service commission within ~~14~~28 calendar days after the decision.

**(e) Exclusive procedure.** The procedure authorized in this rule is the exclusive procedure for resolving disputes concerning the designation of an eligible position as an excluded positions.

#### 6-7 Dues and Fees

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#### 6-7.5 Annual Notice of Rights

The state personnel director shall annually give written notice of each of the following rights and obligations to each exclusively-represented ~~classified~~ employee:

**(a)** The right of an eligible classified employee to join or not join an exclusive representative without affecting the employment status of the employee.

- (b) If the employee chooses to join the exclusive representative, the right not to maintain membership in an exclusive representative to retain a job.
- (c) If the employee chooses not to be a member of the exclusive representative, the obligation to pay a service fee as provided in rule 6-7.2.
- (d) If the employee chooses not to be a member of the exclusive representative and is obligated to pay a service fee, the rights guaranteed under federal and state law.
- (e) The prohibitions against political activities and union activities during actual-duty time.

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## 6-9 Negotiations and Impasse

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### 6-9.7 Secondary Negotiations and Agreements

(a) Approval of secondary agreement. If secondary negotiations are authorized in a primary agreement, ~~the secondary negotiations must be concluded no later than 3 months after the date the civil service commission approved the primary agreement. The any~~ secondary collective bargaining agreement must be submitted to the civil service commission for review as provided in rule 6-12. If the parties cannot reach agreement in secondary negotiations, either party may file a request for impasse panel assistance under the provisions of rule 6-9.4, do not submit ~~timely a complete proposed secondary agreement to the commission for review, the negotiations are considered at impasse and all matters related to mandatory subjects of bargaining are referred to an impasse panel. The impasse panel shall recommend to the commission a binding secondary agreement to regulate conditions of employment for employees in the department.~~

(b) Expiration and continuation of secondary agreement. A secondary agreement shall automatically expire on the date of expiration of the primary agreement under which the secondary agreement was approved, unless the civil service commission has approved an extension of the secondary agreement.

(1) Automatic extension with extension of primary agreement. If the commission authorizes the extension of a primary agreement, any secondary agreement approved under that primary agreement is automatically extended for the same period, unless the commission expressly provides otherwise.

(2) Extension of secondary agreement under new primary agreement.

(A) If the commission considers a new primary agreement or primary impasse recommendation, the parties may jointly request that commission extend an existing secondary agreement during secondary negotiations under a new primary agreement. An approved extension cannot exceed 12 months.

(1) If, by the end of the approved extension period, the parties have not reached agreement on a new secondary agreement and neither of the parties requests impasse panel assistance, the existing secondary agreement expires.

(2) If, by the end of the approved extension period, the parties have submitted a new secondary agreement to the civil service commission or one of the parties has requested impasse panel assistance, the existing secondary agreement shall continue in effect until the commission takes final action on the secondary agreement or the impasse panel recommendation.

(B) If the commission approves a new primary agreement and (1) the parties have not requested an extension of the existing secondary agreement or (2) the commission does not approve an extension of an existing secondary agreement, the secondary agreement expires on the effective date of a new primary agreement.

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## **6-12 Commission Review and Action**

### **6-12.1 Commission Review of Agreements, Impasse Panel Recommendations, and Coordinated Compensation Recommendations**

It is the policy of the civil service commission to encourage agreement between the parties. However, the commission retains the final authority to approve, modify, or reject, in whole or in part, all primary and secondary collective bargaining agreements, impasse panel recommendations, and coordinated compensation recommendations submitted to the commission. Therefore, if the parties reach a proposed collective bargaining agreement, the parties shall submit a copy of the proposed agreement to the commission for review. If the parties are at impasse, the impasse panel shall submit its recommendations for impasse resolution to the commission. The commission shall review each proposed agreement, impasse panel recommendation, and coordinated compensation recommendation. The commission shall approve, modify, or reject, in whole or in part, each agreement and recommendation.

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# Chapter 9: Definitions

## 9-1 Definitions

Unless the context clearly provides otherwise, the following terms in the civil service rules and regulations are defined as follows:

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### 9-1.24 Confidential Position

**Confidential position** means each of the following positions in the classified service:

(a) ~~a~~A position assigned responsibility for directly assisting a person occupying a managerial position.

(b) A position assigned responsibility for investigating other employees.

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*[“Prohibited Subjects of Bargaining” list moved to Rule 6-3.2(b)]*

### ~~9-1.88 — Prohibited Subjects of Bargaining~~

~~(a) The classification and grade assignment of positions in the classified service. The rates of compensation for an existing class of positions is a mandatory subject of bargaining, except that civil service retains the sole authority to establish the initial rate of compensation for a newly-created class of positions when the new classification is included in the official classification plan.~~

~~(b) The determination of the qualifications of candidates for positions in the classified service, including, but not limited to, appraisal, probation, and appointment.~~

~~(c) Review and approval or disapproval of requests by agencies to make disbursements for personal services outside the classified service. Notwithstanding this subsection, the following are proper subjects of bargaining:~~

~~(3) Notice to the exclusive representative of a request for permission by the appointing authority to make disbursements for personal services outside the classified service.~~

~~(4)The obligations to meet and confer regarding the impact of a decision to make disbursements for personal services outside the classified service.~~

~~(5)Reasonable efforts on the part of the employer, not involving a delay in implementation, to reduce the impact on current classified employees of a decision to make disbursements for personal services outside the classified service.~~

~~(d)Political activity or union activity by classified employees during actual duty time.~~

~~(e)The authority of the civil service commission, the department of civil service, and the state personnel director, established by law including the civil service rules and regulations.~~

~~(f)The system of collective bargaining created in the civil service rules, the bargaining relationships authorized in the rules, and the limitations, restrictions, and obligations on the collective bargaining parties, collective bargaining agreements, and eligible employees established in the civil service rules and regulations.~~

~~(g)Conditions of employment outside the bargaining unit.~~

~~(h)Compensation related to patents and copyrights.~~

~~(i)The requirements and limitations on union leave in rule 6-3.10(c).~~

~~(j)The requirements and limitations on strikes and strike related grievances.~~

~~(k)Grievance and appeal rights of classified employees aggrieved by the abolition or creation of a position.~~

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### 9-1.123 Working out of Class

Working out of class means being temporarily assigned to and performing the duties and responsibilities of another classification.